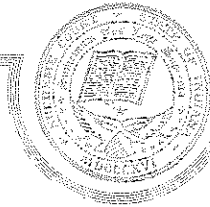


SUPREME COURT

DIVISION OF
STATE COURT ADMINISTRATION



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, INTERIM CHIEF ADMINISTRATIVE OFFICER
DAVID J. REMONDINI, INTERIM EXECUTIVE DIRECTOR

SENT BY ELECTRONIC MAIL

February 18, 2016

Mr. Devon McDonald, Esq.
Indiana Criminal Justice Institute
101 West Washington Street
Suite 1170, East Tower
Indianapolis, IN 46204

Re: ICJI Compiled Information Agreement

Dear Mr. McDonald

Your request, on behalf of the Indiana Criminal Justice Institute, to obtain bulk distribution of confidential court records from all Indiana trial courts using the Odyssey Case Management System has been approved by the Indiana Supreme Court and the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Data or Compiled Information.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

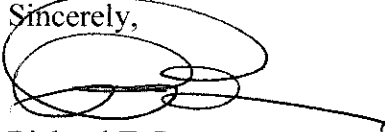
You are approved to receive bulk distribution of Odyssey records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) Your approval is subject to the executed User Agreement for the Use of Bulk Data from Indiana

Odyssey Case Management System, and (2) You are prohibited from providing bulk distribution of Odyssey records to any third party.

An executed copy of your user agreement is enclosed. The agreement will expire on January 31, 2017. Please contact the Court Technology at 317.232.2542 in order to proceed with receipt of your data.

If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 234-5398.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard T. Payne", with a long horizontal stroke extending to the right.

Richard T. Payne
Staff Attorney
Trial Court Management

Enclosures: User Agreement
 Odyssey Order Form



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF CONFIDENTIAL DATA OR COMPILED INFORMATION EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The parties to this agreement are the Indiana Supreme Court through its Division of State Court Administration ("Division") and the Indiana Criminal Justice Institute (ICJI), ("Requesting Party").

Recitals

Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for Bulk Distribution of Data or Compiled Information by Indiana Courts. The Division reviews each request for Bulk Distribution or Compiled Information to insure the request is consistent with the purposes of Administrative Rule 9 ("Rule 9"), resources are available to prepare the information and each request is an appropriate use of public resources.

The Indiana Supreme Court holds the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks and the Indiana Court Information Technology Extranet (INcite).

The Requesting Party has sought a Bulk Distribution of Data or Compiled Information that includes information excluded from public access under Rule 9(G). The Court recognizes that ICJI was established by the General Assembly in 1983 as a part of Indiana's acceptance of the Omnibus Crime Control and Safe Streets Act of 1968, as amended. ICJI is mandated by I.C. 5-2-6 to perform various duties including the evaluation of the criminal and juvenile justice systems of the State of Indiana. Under I.C. 5-2-6-24, the Institute provides an annual assessment of the impact of criminal code reform upon county jails, community corrections programs, probation departments, and courts. The Institute is also required to make recommendations for reform based upon its analysis.

As a result, the Court desires to cooperate to the fullest extent it can with successful completion of the ICJI study while balancing the privacy rights and interests of individuals whose data will be examined.

The Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information. The Indiana Supreme Court has reviewed, considered and authorized the requested Bulk Distribution of Data or Compiled Information and entered an Order under Rule 9 (F)(4)(c) authorizing the Division to proceed toward delivery of the Bulk Distribution.

Requested data contained in the Odyssey Case Management System and INcite that has been authorized for distribution under the order of the Supreme Court will be provided by the Division without cost to the Requesting Party.

The Bulk Distribution is limited to court records even if the Requesting Party is seeking other information that is governed by other agencies' policies.

In order to establish the respective functions and responsibilities of the Parties pertaining to the dissemination and use of Indiana court information under the provisions of Rule 9 of the Indiana Rules of Court, the parties now, therefore, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings as set forth in Rule 9, section C: Administrative Record, Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Record and Public Access. The following terms shall be defined as stated:

A. “Agreement” means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

B. “Data” means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

C. “Subscriber” means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

D. “Requesting Party” includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. Records Approved for Distribution as Bulk Data or Compiled Information.

A. Court Records Sought and Approved.

1. List of Courts: All Indiana courts exercising criminal and juvenile jurisdiction within the Odyssey Case Management System Data Repository.

List of Records: A continuing, monthly extract of all case record and INcite data of all individuals charged in criminal and juvenile delinquency cases including, but not limited to arrest, court referrals, diversion, juvenile detention, petitions filed, delinquency records, probation records, supervision records, placements, secured confinement records and waivers (of juvenile jurisdiction).

With regard to social security numbers, dates of birth, and addresses, the data provided from any source is limited to the following:

- a. Social Security Numbers – the last four digits,
- b. Dates of Birth – the month and year of birth, and
- c. Addresses – the zip code.

If, during the record grant period, additional court data becomes available from additional court deployments of the Odyssey Case Management System, the data from those additional courts will be provided to the Requesting Party.

B. Enhanced Security Standards.

The Requesting Party's receipt of data from all courts requires:

1. utilization of PGP encryption and SFTP transfer for the transfer of data from the Division of State Court Administration's Court Technology section to the recipient via the Indiana Office of Technology (IOT),
2. after the transfer, access was restricted by user-level password,
3. disassociation of the confidential identifying information as soon as possible,
4. retention of all data in a secure locked room within IOT,
5. performance of all analytical work on the data restricted to the IOT secure room by credentialed employees or agents who could not bring or remove materials to or from the room,
6. all security for the data was compliant with standards of the National Institute for Standards and Technology (NIST), and
7. upon completion of the study, but no later than January 31, 2017, any sections of computer hard drives on which data is stored would be securely wiped unless a renewal of the request for data is granted.

C. Court Records Maintained in the Odyssey data repository.

1. The Division will provide the Requesting Party the initial data extract of the approved records pursuant to the authorization order of the Indiana Supreme Court of September 13, 2011, Case Number 94S00-1109-MS-552.
2. The extracted data will be made available to the Requesting Party through an SFTP account accessing client specific folders at SFTP.IN.Gov.

C. Refreshment of Data.

Requesting Party, within a reasonable period of time, may request and receive from the Division additional data under the same conditions that govern this request as authorized herein for subsequent time periods without tendering a formal request under Administrative Rule 9

D. Rights and Interests.

All rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

The Requesting Party shall provide the Division with the names of all persons, subcontractors or other entities that receive access to the data provided by the Division that are related in any way to the Requesting Party, including subsidiaries and affiliates,

the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this section.

4. Ongoing Data Scrubbing and Update Requirements.

The status of a Court Record may change over time and the Requesting Party shall refresh all records with each new extract received so that cases sealed or restricted since the last extract will be accurately reflected in the database.

The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. Restrictions on Use of Data.

A. Compliance with Authorities.

The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. Resale of Data.

The request that has been approved by the Indiana Supreme Court has been granted because the Requesting Party has a substantial interest or a bona fide research activity for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes.

The Requesting Party shall not:

- i. reproduce, resell or otherwise distribute, directly or indirectly,
- ii. use, directly or indirectly, for the purpose of sale of a product or service to an individual or the general public, or
- iii. copy or duplicate, other than as stated for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes

the Court Records or Data provided under this Agreement. The Requesting Party shall not make Bulk Distribution of the Court Records or reconfigure the Court Records for subsequent Bulk Distributions.

C. Policies for Dissemination of Data.

The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method or provide such records to another person or entity for such purpose.

D. Restriction on Data Use by Requesting Party's Subcontractors.

Requesting Party shall require any other persons or entities contracted with for work upon the project to execute an agreement or memorandum of understanding

restricting their possession and use of the granted data to the ICJI study substantially as outlined in Appendix D.

6. Reporting Requirement.

With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3.

7. Audits.

The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

8. Disclaimer of Warranties.

The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records.

Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.

9. Limitation of Liability.

The Requesting Party acknowledges and accepts that the Court Records or Data are provided “as is” and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

10. Assignment.

The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

11. Termination and Renewal.

A. General. Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. Renewal. This agreement expires on **January 31, 2017**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2017**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

C. Termination for Cause. The Requesting Party is responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party. The Division may, at its discretion, immediately terminate this Agreement upon a violation of the Agreement. Upon termination of the Agreement, the Requesting Party shall promptly return all court records and data to the Division. The Requesting Party is liable for damages for violations of this Agreement as authorized by law.

D. Termination for Nonpayment or Noncompliance. The Division may immediately, without notice, terminate this Agreement if the Requesting Party fails to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days after Requesting Party's receipt of written notice of the outstanding balance. The Division may immediately, without notice, terminate this Agreement if the Requesting Party fails to comply with the terms of this Agreement.

E. Termination in Event of Assignment. The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion

thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

12. Attachments. This Agreement incorporates by reference the following:

- A. A copy of the Order of the Indiana Supreme Court approving the Requesting Party's Request for Bulk Distribution of Confidential Data or Compiled Information;
- B. The original Request provided to the Division from the Requesting Party plus any subsequent documents amending the Original Request; and
- C. The approval letter provided to the Requesting Party from the Division.

These Attachments may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

13. Applicable Law.

This Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana in an Indiana court of competent jurisdiction.

14. Effective Date.

This Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last party.

15. Authority to Execute Agreement.

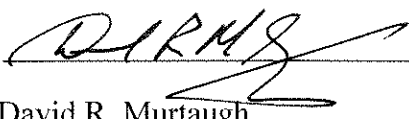
The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties.

**Indiana Supreme Court
Division of State Court Administration**

By: 
David J. Remondini
Interim Executive Director

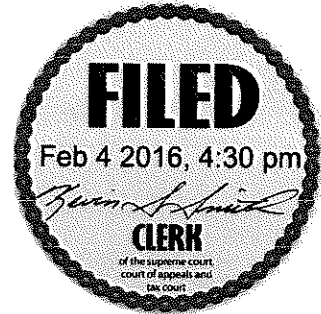
Date: 2-5-16

**Indiana Criminal Justice Institute
(Requesting Party)**

By: 
David R. Murtaugh
Executive Director

Date: 2/10/2016

In the
Indiana Supreme Court



IN THE MATTER OF THE REQUEST BY THE)
INDIANA CRIMINAL JUSTICE INSTITUTE)
FOR RELEASE OF BULK DATA OR COMPILED) CASE NO. 94S00-1508-MS-483
INFORMATION EXCLUDED FROM PUBLIC)
ACCESS)

ORDER GRANTING INDIANA CRIMINAL JUSTICE INSTITUTE'S REQUEST
UNDER ADMINISTRATIVE RULE 9(F)(4) FOR RELEASE OF BULK DATA OR
COMPILED INFORMATION THAT INCLUDES INFORMATION EXCLUDED FROM
PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Criminal Justice Institute (ICJI) has filed a Verified Request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4). This request seeks to obtain specific data from all Indiana trial courts exercising jurisdiction over criminal and juvenile delinquency cases that is excluded from public access under Administrative Rule 9.

ICJI was established by the General Assembly in 1983 as a part of Indiana's acceptance of the Omnibus Crime Control and Safe Streets Act of 1968, as amended. ICJI is mandated by I.C. 5-2-6 to perform various duties including the evaluation of the criminal and juvenile justice systems of the State of Indiana. Under I.C. 5-2-6-24, the Institute provides an annual assessment of the impact of criminal code reform upon county jails, community corrections programs, probation departments, and courts. The Institute is also required to make recommendations for reform based upon its analysis.

ICJI seeks access on a continuing, monthly basis to all case record data of all individuals charged in criminal and juvenile delinquency cases in Indiana including, but not limited to arrest, court referrals, diversion, juvenile detention, petitions filed, delinquency records, probation records, supervision records, placements, secured confinement records, and waivers (of juvenile jurisdiction). ICJI states the requested data is needed for it to comply with various federal statutes:

1. Juvenile Justice Detention and Prevention Act: 42 U.S.C. § 5601 et seq.,
2. Victims of Crime Act: 42 U.S.C. § 10601 et seq.,
3. Violence Against Women Act: 42 U.S.C. § 3796gg et seq.,
4. Family Violence Prevention and Services: 42 U.S.C. § 10401 et seq.,
5. National Highway Traffic Safety Administration: 49 CFR, Part 18 and 23 USC 402, 405, and 410,
6. Juvenile State Advisory Group: 42 U.S.C. 5633 § 223(a)(3), and
7. Justice Assistance Grant Program: 42 U.S.C. § 3750 et seq.,

and ensure its ability to act as the State Administering Agency (SAA) for multiple federal funding streams.

Under Admin. R. 9(G)(2), some of the requested data in criminal case records is not confidential, e.g. name (first, middle, and last including suffixes), date of birth, last residence address, Indiana Code citation for offense, date of offense, date of sentencing, case number, county name, and name of judicial officer. However, access, as sought by ICJI, would involve disclosure of information that is confidential:

1. complete social security numbers confidential under Admin. R. 9(G)(2)(f),
2. presentence reports confidential under Admin. R. 9(G)(2)(b) through I.C. 35-38-1-13,
3. probation records confidential under Admin. R. 9(G)(2)(b) as authorized by I.C. 11-13-1-8(b), and
4. juvenile court records confidential under Admin. R. 9(G)(2)(b) through I.C. 31-39-1-2.

The purposes of Admin. R. 9 include promoting accessibility to court records, contributing to public safety, promoting governmental accountability, and protecting individual privacy rights and interests. Admin. R. 9(A)(2). As a governmental agency, ICJI is entitled to consideration for greater access to court records. Admin. R. 9(B)(2). ICJI's expressed need for confidential case record information appears consistent with these purposes. As a result, the Court desires to cooperate to the fullest extent it can with successful completion of ICJI's duties while balancing and protecting the privacy rights and interests of individuals whose data will be examined.

The records sought are generally excluded from public access under Admin. R. 9(G) and access to bulk or compiled case records excluded from public access may be granted by this Court only under specific circumstances under Admin. R. 9(F)(4)(c). Under Admin. R. 9(F)(4)(a)(v), moreover, a request for bulk distribution or compiled information that includes information excluded from public access must provide for individual notice to all persons affected by the release of the information unless, upon prior notice to the Indiana Attorney General and a reasonable opportunity to respond, such individual notice requirement is waived by this Court. ICJI requested the Court waive the requirement for provision of individual notice to all persons affected by the release of the information.

The Indiana Attorney General has filed a Response as provided for under Admin. R. 9(F)(5) and does not oppose the requested waiver.

Accordingly, the Court finds that ICJI has shown by clear and convincing evidence that it has satisfied the requirements of Admin. R. 9(F)(4)(a)(i), (ii), (iii), and (iv), and the public interest will be served by allowing access.

The Court further finds the information sought by ICJI is consistent with the purposes of this rule, resources are available to prepare the information, and fulfilling the request is an appropriate use of public resources.

After consideration of the request for waiver of individual notice to individuals affected by release of the information excluded from public access, the Court finds by clear and convincing evidence that the purposes for which the information is sought substantially outweighs the privacy interests protected by this rule. Accordingly, due to the highly secure manner for the protection of the data, the Court waives the requirement of individual notice to all parties affected by release of the sought information to which public access is prohibited or restricted.

An order granting a request under this subsection may specify particular conditions or requirements for use of the information, including without limitation:

1. The confidential information will not be sold or otherwise distributed, directly or indirectly, to third parties; provided, however, that the results of ICJI's analysis and conclusions from its research may be utilized in the publication of scholarly article(s) or reports;
2. The confidential information will not be used directly or indirectly to sell a product or service to an individual or the general public;
3. The confidential information will not be copied or duplicated other than for the stated research; and
4. Access to the storage media containing the confidential data will be limited and, as appropriate, kept and stored in the secure data facility when not being used.

The Court finds that these conditions shall apply to the data sought by ICJI.

Administrative Rule 9(F)(4)(d) specifies that "[w]hen the request includes release of social security numbers, dates of birth, or addresses, the information provided may include only the last four digits of social security numbers, only the year of birth, and only the zip code of addresses."

ICJI, as well as the Attorney General, acknowledges the sensitive and confidential nature of the individual records. ICJI has agreed to implementation of enhanced security standards as recently required of the Indiana Office of Technology and the Management Performance Hub. ICJI is willing to sign an agreement satisfying those requirements and the restrictions of Admin. R. 9(F)(4)(c) on public disclosure of the obtained confidential information.

The enhanced security standards require:

1. utilization of PGP encryption and SFTP transfer for the transfer of data from the Division of State Court Administration's Court Technology section to the recipient via the Indiana Office of Technology (IOT),
2. after the transfer, access was restricted by user-level password,
3. disassociation of the confidential identifying information as soon as possible,
4. retention of all data in a secure locked room within IOT,
5. performance of all analytical work on the data restricted to the IOT secure room by credentialed employees or agents who could not bring or remove materials to or from the room,
6. all security for the data was compliant with standards of the National Institute for Standards and Technology (NIST), and
7. upon completion of the study, but no later than a specified date, any sections of computer hard drives on which data is stored would be securely wiped.

The Court is convinced that these security measures can be followed in the transfer of data within the Odyssey Database and INCite to IOT for use by ICJI. Serious questions exist whether data can be transferred from non-Odyssey courts in compliance with the enhanced security standards. The Court, therefore, restricts the scope of the records that may be granted herein to those from courts utilizing the Odyssey Case Management System; provided, however, that as additional courts commence use of Odyssey during the record grant period, such additional court data shall be provided to ICJI for its use.

The Court has consistently restricted approvals of bulk or compiled data to one year periods, subject to renewal upon request, as set forth in the executed User Agreement. The suggested time period is considerably more restrictive than the three year restriction urged by the Attorney General and provides the Court with greater control and review options.

The Court hereby grants the request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4) to the extent discussed herein. Specifically, ICJI shall receive data from Indiana Court Records and INcite from courts utilizing the Odyssey Case Management System exercising criminal and juvenile delinquency jurisdiction related to arrest, court referrals, diversion, juvenile detention, petitions filed, delinquency records, probation records, supervision records, placements, secured confinement records, and waivers (of juvenile jurisdiction). However, with regard to social security numbers, dates of birth, and addresses, the data provided is limited to the last four digits, the month and year of birth, and the zip code of the address.

Upon completion of its study, but no later than January 31, 2017, unless an extension of time is granted, ICJI will securely wipe any sections of computer hard drives on which the requested data is stored. The Division of State Court Administration may, if requested, grant one year renewals of the User Agreement, not to exceed three, without further consideration by the Court if the data sought in the proposed renewals does not change, other than for data from new Odyssey courts, and the prescribed enhanced security standards remain.

IT IS, THEREFORE, ORDERED that the Division of State Court Administration provide ICJI the data described in this order, without cost, upon the execution of a Confidential Bulk Data/Compiled Information User Agreement.

Done at Indianapolis, Indiana, on 2/4/2016.



Loretta H. Rush
Chief Justice of Indiana

All Justices Concur.